

THE COURT. No; that is entirely a question or a matter of evidence as to the good faith there and whether or not the label is calculated to deceive or not.

Mr. WELCH. I ask your honor to charge the jury that they are only to consider the condition of the container when shipped, and that anything which happens afterwards is of no moment.

THE COURT. They will take into consideration all the evidence in the case and give to it such weight as they think it is fairly entitled to receive.

Mr. WELCH. I ask your honor to charge the jury that under the law it is no offense if the container bears a label which plainly states that it is a corn oil.

THE COURT. I have charged the jury on that point. You may retire, gentlemen.

Mr. WELCH. And I take an exception to your honor's refusal to charge.

The jury thereupon retired, and after due deliberation returned a verdict of guilty as to the charge of misbranding, and the court imposed a fine of \$150. Count one of the information charging adulteration of the article was dismissed.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**6894. Adulteration and misbranding of olive oil. U. S. \* \* \* v. Vincenzo Licata. Plea of guilty, Fine, \$50. (F. & D. No. 9354. I. S. Nos. 1552-p, 1553-p.)**

On January 16, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Vincenzo Licata, New York, N. Y., alleging shipment by said defendant, in violation of the Food and Drugs Act, as amended, on April 23, 1918, from the State of New York into the State of Pennsylvania, of quantities of olive oil, the two brands shipped being labeled differently, which was adulterated and misbranded. The article was labeled in part, "Finest Quality Olive Oil Extra Pure" and "1 Gallon Net," or "Olio Puro D'Oлива" and "Full Gallon."

Examination of samples of the article by the Bureau of Chemistry of this department showed the product to consist essentially of cottonseed oil and to be short volume.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, cottonseed oil, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength, and had been substituted in part for olive oil, which the article purported to be.

Misbranding of the article was alleged for the reason that the statements, to wit, "Finest Quality Olive Oil Extra Pure," "Termini Imerese Sicilia-Italia," "Guaranteed Absolutely Pure," and "1 Gallon Net," or "Olio Puro D'Oлива Lucca Italy," "Olio Puro D'Oлива Garantito Produzione Propria," and "Net Contents Full Gallon," borne on the cans containing the article, regarding the article and the ingredients and substances contained therein, were false and misleading in that they represented that the article was pure olive oil, that it was a foreign product, to wit, an olive oil produced in Sicily or Lucca, as the case might be, in the kingdom of Italy, and that each of said cans contained one gallon net, or one full gallon, as the case might be, of the article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that said article was pure olive oil, that it was a foreign product, to wit, an olive oil produced in Sicily or Lucca, in the kingdom of Italy, and that each of said cans contained one gallon net, or one full gallon of the article, whereas, in truth and in fact, it was not pure olive oil, but was a mixture composed in part of cottonseed oil; said article was not a foreign product, to wit, an olive oil produced in Sicily or Lucca, in the kingdom of Italy, but was a domestic product, to wit, a product produced

in the United States of America, and each of said cans did not contain one gallon net, or one full gallon of the article, but did contain a less amount. Misbranding of the article was alleged for the further reason that it was falsely branded as to the country in which it was manufactured and produced, in that it was a product manufactured and produced in whole or in part in the United States of America, and was branded as manufactured and produced in the kingdom of Italy; and for the further reason that it was a mixture composed in part of cottonseed oil prepared in imitation of olive oil, and was offered for sale and sold under the distinctive name of another article, to wit, olive oil; and for the further reason that the aforesaid statements borne on the cans purported that the article was a foreign product, when not so. Misbranding of the article was alleged for the further reason that it was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package.

On January 22, 1919, the defendant entered a plea of guilty to the information, and the court imposed a fine of \$50.

C. F. MARVIN, *Acting Secretary of Agriculture.*

**6895. Adulteration and misbranding of olive oil. U. S. \* \* \* v. Harry Arony and George Papitsas (Arony & Papitsas). Pleas of guilty. Fine, \$60. (F. & D. No. 9355. I. S. No. 3397-p.)**

On January 16, 1919, the United States attorney for the Southern District of New York, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against Harry Arony and George Papitsas, trading as Arony & Papitsas, New York, N. Y., alleging shipment by said defendants, in violation of the Food and Drugs Act, as amended, on or about May 18, 1918, from the State of New York into the State of New Jersey, of a quantity of an article, labeled in part "Finest Quality Olive Oil Extra Pure \* \* \* 1 Gallon Net," which was adulterated and misbranded.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed the product consisted of practically all cottonseed oil and was also short volume.

Adulteration of the article was alleged in the information for the reason that a substance, to wit, cottonseed oil, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength, and had been substituted in part for olive oil, which the article purported to be.

Misbranding of the article was alleged for the reason that the statements, to wit, "Finest Quality Olive Oil, Extra Pure, Tipo Termini Imerese Italy, Sicilia-Italia, Guaranteed Absolutely Pure," and "1 Gallon Net," borne on the cans containing the article, regarding it and the ingredients and substances contained therein, were false and misleading in that they represented that the article was pure olive oil, that it was a foreign product, to wit, an olive oil produced in Sicily, in the kingdom of Italy, and that each of said cans contained one gallon net of the article, and for the further reason that it was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was pure olive oil, that it was a foreign product, to wit, an olive oil produced in Sicily, in the kingdom of Italy, and that each of the said cans contained one gallon net of the article, whereas, in truth and in fact, it was not pure olive oil, but it was a mixture composed in part of cottonseed oil, and was not a foreign product, to wit, an olive oil produced in Sicily, in the kingdom of Italy, but was a domestic product, to wit, a product produced in the United States of America, and each of said cans did not contain one gallon net of the article, but contained a less amount. Misbranding of the